

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
APPENDIX**

ORIGINAL
WITH PROOF
OF SERVICE

76-7455

UNITED STATES COURT OF APPEALS

for the

SECOND CIRCUIT

SYNTAX TIME SHARING, LTD., and ALBERT L.
BARKSDALE, JR., individually and as agent
of SYNTAX TIME SHARING, LTD.,

Plaintiffs-Appellants,

-against-

MAX SIRKUS, as CALENDAR CLERK OF THE
SUPREME COURT NEW YORK COUNTY, CHASE
MANHATTAN BANK, N.A., WILLARD COHEN,
and ROBERT BREAKSTONE, individually
and as agents of CHASE MANHATTAN BANK,
N.A.,

Defendants-Respondents.

APPEAL FROM THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

APPENDIX

JOSEPH WARDE
Attorney for Plaintiffs-Appellants
505 Park Avenue
New York, N.Y. 10022
(212) 421-2835



(FOR ADDITIONAL APPEARANCES SEE REVERSE SIDE.)

(5821)

MILBANK, TWEED, HADLEY & McCLOY, ESQS.
Attorneys for Defendants-Respondents
Chase Manhattan Bank, N.A. and Willard Cohen
1 Chase Manhattan Plaza
New York, N.Y. 10005
(212) 422-2660

HON. MAX SIRKUS
CALENDAR CLERK
Supreme Court, New York County
60 Centre Street
New York, N.Y. 10007
(212) 374-8376

PAGINATION AS IN ORIGINAL COPY

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DOCKET ENTRIES

YR.	NUMBER	MO.	DAY	YEAR	23	8	OTHER	NUMBER	DEB.	YR.	NUMBER
208-1	76	2573	6-10-76	3.	140	1		0842	P	76	2573

PLAINTIFFS

SYNTAX TIME SHARING, LTD. AND ALBERT
L. BARNESDALE, JR. INDIVIDUALLY AND AS
AGENT OF SYNTAX TIME SHARING LTD.

DEFENDANTS

WYATT, J.

MAY STOKUS, AS CALENDAR CLERK OF THE
SUPREME COURT, NEW YORK COUNTY,
CHASE MANHATTAN BANK, N.A.
WILLARD COHEN AND
ROBERT BREAKSTONE, INDIVIDUALLY AND AS
AGENTS OF CHASE MANHATTAN BANK, N.A.

J.N.

CAUSE

CIVIL RIGHTS. 28 U.S.C. 2201

ATTORNEYS

JOSEPH WADE
505 PARK AVENUE,
N.Y.C. N.Y. 10022
NA 1-2835

☐ CHECK
HERE
IF CASE WAS
FILED IN
FORMA

DATE
JUN 10 1976

FILING FEES PAID

RECEIPT NUMBER

71636

C.D. NUMBER

STATISTICAL CARDS

CARD DATE MAILED

JS-5
JS-6 F-20-76

DOCKET ENTRIES

76 Civ 2573 SYNTAX TIME SHARING LTD, ETC, VS. MAX SIRKUS, CALENDAR CLERK, EC,

JUDGE WYATT

DATE	NR.	PC. 2.	PROCEEDINGS
06-10-76	1.	FILED COMPLINT ISSUED SUMMONS.	
7-7-76	2	Filed Dfts. The Chase Manhattan Bank, N.A. & Willard Cohen Notice of Motion to dismiss the complaint. Ret. 8/6/76.	
7-7-76	3	Filed Dfts. The Chase Manhattan Bank, N.A. & Willard Cohen Memorandum of Law.	
7-29-76	4.	Filed summons with marshals : return. SERVED: MAX SIRKUS on 7-2-76 " : WILLARD COHEN. on 6-14-76 " CHASE MANHATTAN BANK on 6-11-76 UNABLE TO SERVE: ROBERT BREAKSTONE	
8-10-76	5	Filed Pdffs. Memorandum in opposition of Dfts. Chase Manhattan Bank N. & Willard Cohen to Dismiss the Complaint.	
8-10-76	6	Filed Affirmation of Service by Joseph Warde of pltffs. memorandum on 8/5/76. Order	
8-10-76	7	Filed Memoorandum/. Motion by Dfts. Chase Manhattan & Cohen for dismissal of the complaint because the Court lacks jurisdiction is granted as to the movants & on its own motion the Court dismisses the action as to all other dfts. The Clerk id directed to enter judgment dismissing the complaint as to all dfts. for lack of jurisdiction over the subject matter... The Default that was entered on 8/10/76 by Memo. End, on motion Fld. 7/7/76 is hereby vacated... Wyatt J. (mn)	
8-10-76	---	Filed Memo. End on Motion filed 7/7/76. Motion granted on default. Settle Order..... Wyatt J. (Said Default Vacated See Above)	
8-20-76	8.	Filed Judgment that debts Max Sirkus, Chase Manhattan Bank, n. A. Willard Cohen, and Robert Breakstons, and as agents of Chase Manhattan Bank, N. A. have judgment against pltffs indicated dismissing the complaints as to all debts for lack of jurisdiction ver the subject matter, Clerk. M/N.	
9-9-76	9.	Filed Notice that pltffs Syntax ime Sharing, Ltd and Albert L. Barksdale, Jr. appeal to the U.S.C.A.P. from the judgment dismissg pltffs complaint dtd 8-20-76. Mailed Notice.	
10-4-76	10.	Filed Notice that the record of appeal has been certified and transmitted to the U.S.C.A.P. this date of 10-4-76.	

A-3
SUMMONS

SUMMONS IN A CIVIL ACTION

CIV. 1a (2-64)
(Formerly D. C. Form No. 45a Rev. (6-49))

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

Judge Wyatt

CIVIL ACTION FILE NO. 76 CIV 2573

SYNTAX TIME SHARING, LTD., and ALBERT L.
BARKSDALE, Jr., Individually and as Agent
of SYNTAX TIME SHARING, LTD.,

Plaintiffs,

Plaintiff

MAX SIRKUS, and CALENDAR CLERK OF THE SUPREME
COURT NEW YORK COUNTY, CHASE MANHATTAN BANK,
N.A., WILLARD COHEN and ROBERT BREAKSTONE,
Individually and as Agents of CHASE MANHAT-
TAN BANK, N.A.,

Defendants.

Defendant

SUMMONS

To the above named Defendant :

You are hereby summoned and required to serve upon

NOTE:—Plaintiff required only if service is made by a person other than a United States Marshal or his deputy.

JOSEPH WARDE, ESQ.,

plaintiff's attorney, whose address is

Specimens may be made to persons in a

505 Park Avenue
New York, N.Y. 10022

an answer to the complaint which is herewith served upon you, within 20 days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be
taken against you for the relief demanded in the complaint.

Raymond J. Burghart
Clerk of Court.

E. A. Becker

Deputy Clerk.

Date: *June 10, 1976*

[Seal of Court]

NOTE:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK-----X
SYNTAX TIME SHARING, LTD., and ALBERT
L. BARKSDALE, Jr., Individually and as :
Agent of SYNTAX TIME SHARING LTD., :

Plaintiffs, :

-against- :

MAX SIRKUS, as CALENDAR CLERK of the
SUPREME COURT: NEW YORK COUNTY, CHASE :
MANHATTAN BANK, N.A., WILLARD COHEN and :
ROBERT BREAKSTONE, Individually and as :
Agents of CHASE MANHATTAN BANK, N.A., :

Defendants. :

CIVIL ACTION

No. 76-CV-2573

COMPLAINT

JURY TRIAL

REQUESTED

NATURE OF THE COMPLAINT

1. This is an action for declaratory relief and damages for violation of plaintiffs' rights under the Fifth, Seventh, Ninth, Thirteenth and Fourteenth Amendments of the United States' Constitution.

JURISDICTION

2. Plaintiffs sue for declaratory relief and damages pursuant to 28 U.S.C. 2201 and 2202 for the deprivation of rights and privileges guaranteed to them jointly and severally by the Fifth, Seventh, Ninth, Thirteenth and Fourteenth Amendments of the United States' Constitution. The amount in controversy exceeds the sum of Ten Thousand (\$ 10,000.00) Dollars.

This Court has jurisdiction of State Claims under the Doctrine of Pendent Jurisdiction.

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.

PARTIESPlaintiffs

3. Plaintiff SYNTAX TIME SHARING, LTD., hereinafter referred to as SYNTAX, is a Domestic Corporation and a Citizen of the State of New York, and plaintiff, ALBERT L. BARKSDALE, Jr., hereinafter referred to as BARKSDALE, is a Agent thereof and a Citizen of the State of New York.

4. Plaintiff SYNTAX was engaged in electronic data processing consulting services in the areas of systems analysis and design and facilities management to Banks, and plaintiff BARKSDALE was a consultant in the above areas.

Defendants

5. Defendant MAX SIRKUS, hereinafter referred to as SIRKUS, was the Calendar Clerk of the Supreme Court; New York County, doing business in the State of New York, and, is responsible, inter alia, for the assignment of Calendar Numbers to causes and their placement on the several calendars thereof.

6. Upon information and belief, defendant CHASE MANHATTAN BANK, N.A., hereinafter referred to as CHASE, was a National Association doing business in the State of New York and engaged in electronic data processing consulting services in the areas of systems analysis and design and facilities management to Banks.

7. Upon information and belief, defendant WILLARD COHEN, hereinafter referred to as COHEN, was an officer and/or employee of defendant CHASE and a Citizen of New Jersey doing business in the State of New York.

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.

8. Upon information and belief, defendant ROBERT BREAKSTONE, herein after referred to as BREAKSTONE, was an officer and/or employee of defendant CHASE, and a Citizen of the State of New York.

9. On about December 4, 1973, defendants CHASE, COHEN and BREAKSTONE, jointly and/or severally caused a false, inaccurate and defective note of issue and statement of readiness to be sent to plaintiffs. (See Exhibit 1)

FIRST CLAIM

10. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1-9 inclusive herein.

11. On about July 12, 1972, plaintiffs commenced an action against defendants CHASE, COHEN and BREAKSTONE in Supreme Court, New York County. (See Exhibit 2)

12. As a result of plaintiffs' motions respecting the false, inaccurate and defective note of issue and statement of readiness referred to above, on about June 20, 1974 the Court granted plaintiffs' motion to vacate said notice and statement and stated that in view of the foregoing, the application for a jury trial was academic. (See Exhibits 3 & 4)

13. On about March 17, 1975, plaintiffs caused a note of issue and statement of readiness with a jury demand to be presented to the Calendar Clerk, defendant SIKKUS, to obtain a calendar number and a position on the jury calendar of said Court. (See Exhibit 5)

14. Said note of issue and statement of readiness was wrongfully rejected by said defendant and the cause was not assigned a calendar number nor a position on the jury calendar.

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.

15. Plaintiffs are convinced, and verily believe that they are entitled to a jury trial of their action against defendants CHASE, COHEN and BREAKSTONE under the Seventh Amendment of the United States' Constitution and other laws.

SECOND CLAIM

16. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1-9 and 11-13 inclusive herein.

17. Upon information and belief, defendants CHASE, COHEN and BREAKSTONE, jointly and/or severally caused said note of issue and statement of readiness referred to in paragraph 9 supra, to be filed in said court to delay, discourage and/or defeat plaintiffs' pretrial inquiries; secure a particular calendar part for this cause and to deny plaintiffs a fair trial.

18. Upon information and belief, defendants CHASE, COHEN and BREAKSTONE, jointly and/or severally caused said note and statement to be filed to deny plaintiffs a jury trial.

THIRD CLAIM

19. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1-9; 11-15, 17 & 18 inclusive herein.

20. Upon information and belief, the foregoing acts complained about herein violate the due process; equal protection and privileges and immunities clauses of the Fifth and Fourteenth Amendments of the United States' Constitution.

FOURTH CLAIM

21. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1-9; 11-15; 17,18, & 20 inclusive herein.

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.

22. Plaintiffs are part of that class and/or segment of United States Citizens formerly branded with the "Badge of Slavery" and are seeking to remove such status by and/or through lawful inventive enterprise.

23. Upon information and belief, the foregoing acts complained of herein violate plaintiffs' rights under the Thirteenth Amendment of the United States' Constitution.

FIFTH CLAIM

24. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1-9; 11-15; 17, 18, 20, 22 & 23, inclusive herein.

25. upon information and belief, the aforesaid rejection of plaintiffs' note of issue and statement of readiness was without legal authority and void.

26. Upon information and belief, said rejection was violative of CPLR 601; 4101, 4102 (c) Article 1 Section 2 of the New York State Constitution; Article 3 Section 2 of the United States Constitution; the Fifth, Seventh, Ninth, Thirteenth and Fourteenth Amendments of the United States' Constitution and deprives plaintiffs of substantial rights.

WHEREFORE, plaintiffs respectfully request the following relief be granted:

1. That this Court issue a declaratory judgment that the act or acts of defendant SIKKUS were void and unconstitutional.

2. That this Court issue a declaratory judgment that the acts of defendants SIKKUS, CHASE, COHEN and BREAKSTONE, jointly and severally, were violative of plaintiffs' rights under the

COMPLAINT - JUNE 7, 1976 IN U.S. DIST. CT.
Fifth, Seventh, Ninth, Thirteenth and Fourteenth Amendments of the
United States' Constitution.

3. That this Court issue and grant an order directing
defendant SIRKUS to accept plaintiffs' note of issue and state-
ment of readiness as was submitted and to place plaintiffs' cause
on the Jury Calendar of the Supreme Court, New York County, nunc
pro Tunc.

4. That this Court award plaintiffs damages as follows:

(a) The sum of \$ 5,000,017.50

(b) The reasonable value of plaintiffs' rights
in and to the CCIF Project.

5. That this Court order defendants to pay costs and
disbursements of this action and counsel fees.

6. That this Court award such other and further relief
as under the premises may seem just and proper.

Respectfully submitted,

JOSEPH WARDE
505 Park Avenue
New York, N.Y. 10022
(212) HA 1-2835

Dated: New York, N.Y.

June 7, 1976

Attorney for Plaintiffs

EXHIBIT 1 TO COMPLAINT: NOTE OF ISSUE FOR TRIAL WITHOUT A JURY WITH STATEMENT OF READINESS

537B—Note of Issue and Statement of Readiness, First and Second Departments.

b

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
50 EXCHANGE PLACE AT BROADWAY, NEW YORK

This space for Clerk's file stamp

NOTE OF ISSUE

Court Case No. 19808/73Supreme Court, New York County, N. Y.

SYNTAX TIME SHARING, IND., and
ALBERT L. BARKSDALE, Jr., Individ-
ually and as Agent of SYNTAX
TIME SEARING, LTD.,

Plaintiff

against

CHASE MANHATTAN BANK, N.A.,
WILLARD COHEN and ROBERT
BREAKSTONE, Individually and as
Agents of CHASE MANHATTAN, N.A.

Defendant s

NOTICE FOR January 2, 19 74January Term of Court.Trial } Jury demanded ☐Without jury ☒Filed by Attorney for Chase ManhattanDate summons served 7/12/72Date issue joined 9/6/72

NATURE AND OBJECT OF ACTION (Specify for each cause of Action)

Negligence

	M.V.	R.R.	Bldg. & Sidewalk	Other
Personal Injury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Both	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Tort (specify)

Contract (specify) Alleged employment Contract

Other Law (specify)

Matrimonial (specify)

Other Equity (specify)

Amount Demanded \$ 5,000,017.50

Other Relief

JOSEPH WARDE
Attorney(s) for Plaintiff(s)
Office & P.O. Address:
120 E. 56th Street
New York, New York 10022
Phone No.: HA 1-2835

MATTHEW F. DONOHUE
Attorney(s) for Defendant(s)
Office & P.O. Address:
1 New York Plaza
New York, New York 10004
Phone No.: 676-3723

Preference claimed under.....
on the ground that.....

Note: Clerk will not accept this note of issue unless reverse side is completed

This Note of Issue must be typed or printed and filed in triplicate.

EXHIBIT 1 TO COMPLAINT: NOTE OF ISSUE FOR TRIAL WITHOUT A JURY WITH STATEMENT OF READINESS

STATEMENT OF READINESS

For use in First and Second Judicial Departments
Required by Special Rules respecting Calendar Practice

1. All necessary or proper preliminary proceedings allowed by statute and rule applicable to the action (Civil Practice Act, articles 29 and 32; Rules of Civil Practice 115, 116, 121 through 142) and by rules of the Appellate Division applicable to notes of issue

* ~~a. have been conducted by the parties hereto;~~

* b. the plaintiff has completed all such proceedings ~~except~~

~~and the plaintiff does not intend to conduct the same~~

* c. the defendant has completed all such proceedings except

~~and the defendant has had a reasonable opportunity to conduct such proceedings~~

2. * a. Settlement of this action has been discussed unsuccessfully

~~of~~

* b. The reasons why no settlement discussions have been had are:

3. This action is ready for trial.

November 30, 1973

MATTHEW P. DUNN

Attorney for Defendants
Office & P. O. Address

1 New York Plaza
New York, New York 10004

* Strike out if inapplicable.

NOTE: Note of Issue and Statement of Readiness must be filed in triplicate.

State of New York, County of sa.1
being duly sworn, deposes and says: that deponent is
herein; is over 19 years of age; is not a party to this
action; and resides at
On the day of
deponent served the within note of issue and statement of
readiness on
Exp., attorney for
in the within entitled action, by depositing a true and
correct copy of the same properly enclosed in a post-paid
wrapper, in the Post Office—Branch Post Office—Station—
Sub-Station—Finance Station—Letter Box—Mail Chute—
Official Depository maintained and exclusively controlled
by the United States at
directed to said attorney at
No. 19
that being the address designated by him for that purpose.

Sworn to before me this 19 day of 19
State of New York, County of sa.1
being duly sworn, deposes and says: that deponent is
herein; is over 19 years of age; is not a party to this
action; and resides at
On the day of
deponent served the within note of issue and statement of
readiness on
Exp., attorney for
herein, at his office at
Carrying his shavers from said office by then and there leav-
ing a true copy of the same with
his clerk; therein; person having charge of said office.
Sworn to before me this 19 day of 19

Admission of Service
Due service of a note of issue and statement of readiness,
of which the within is a copy, admitted this 19
day of 19, 19 19
for Attorney

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	
SYNTAX TIME SHARING, LTD., and ALBERT L. BARKSDALE, Jr., Individually and as Agent of SYNTAX TIME SHARING, LTD.,	:
	:
Plaintiffs,	:
-against-	:
	VERIFIED
CHASE MANHATTAN BANK, N.A., WILLARD COHEN and ROBERT BREAKSTONE, Individually and as Agents of CHASE MANHATTAN BANK, N.A.,	:
	COMPLAINT
	:
Defendants.	:
-----X	

Plaintiffs, as and for their Verified Complaint by Joseph Warde, their Attorney, respectfully show to this Court and allege as follows:

AS AND FOR A FIRST CAUSE OF ACTION ON BE-
HALF OF PLAINTIFF, SYNTAX TIME SHARING, LTD.

FIRST: At all times hereinafter mentioned, Plaintiff Syntax Time Sharing Ltd., was a Domestic Corporation duly organized and existing under the Laws of the State of New York, and that Plaintiff Albert L. Barksdale, Jr., is an agent thereof.

SECOND: Upon information and belief, Defendant Chase Manhattan Bank, N.A., is a Domestic Corporation and that Defendant Willard Cohen is the 2nd Vice President, and Defendant Robert Breakstone is the 1st Vice President thereof.

THIRD: On or about April 7, 1972, Defendant Chase Manhattan Bank, N.A., entered into a contract with Plaintiff Syntax Time Sharing, Ltd., hiring Plaintiff as Consultant to its C.C.I.F. Project to provide technical assistance in the designing thereof; agreeing on all of the material terms of said contract and subsequently agreed that a more formal expression of the same would

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

later be submitted by Plaintiff.

FOURTH: At the same time and place, Defendant Chase Manhattan Bank, N.A., through its agent, Defendant Willard Cohen, was informed of Plaintiff's activity and projections for its Trainer Project and that Plaintiff intended to utilize the monies received from this contract to obtain investment capital and use for leverage to provide additional financing to build and market said Trainer by March, 1973, in order to obtain 5% of the Teaching Machine market estimated at \$ 6,000,000.00.

FIFTH: Upon information and belief, said contract was made by Defendant Willard Cohen with the knowledge and/or consent; express and/or implied of Defendant Robert Breakstone and Chase Manhattan Bank, N.A.

SIXTH: Plaintiff performed fully all on its part to be performed in accord with the aforementioned contract from April 11, 1972 up to and including May 30, 1972, when Defendant Chase Manhattan Bank, N.A., by its agent, Defendant Willard Cohen, wrongfully discharged Plaintiff as Consultant to the C.C.I.F. Project, breaching said contract thereby.

SEVENTH: Upon information and belief, said discharge was made with the knowledge and/or consent; express and/or implied of Defendants Robert Breakstone and Chase Manhattan Bank, N.A.

EIGHTH: By virtue of the above, Plaintiff has lost its profit from said contract; the opportunity to utilize the entire proceeds of said contract in the obtaining and leveraging of investment finance for its Trainer Project; the loss of some 300 days necessary to place itself in a favorable position in the Teaching Machine market together with the loss of time and the expense in-

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

current in obtaining of qualified technical professionals in order to perform its part of the above contract.

NINTH: As a result of the foregoing, Plaintiff has been damaged in the sum of Five Million (\$ 5,000.000.00) Dollars.

AS AND FOR A SECOND CAUSE OF ACTION ON BE-
HALF OF PLAINTIFF, SYNTAX TIME SHARING, LTD.,

TENTH: Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs FIRST through FIFTH inclusive, with the same force and effect as if set forth more fully herein.

ELEVENTH: On or about the making of the aforementioned contract, Defendant, Chase Manhattan Bank, N.A., by its agent Wil-
lard Cohen represented to Plaintiff that the contract term would extend from April 11, 1972 to September 28, 1972, and he subsequently represented to Plaintiff that it would be give ongoing or substantially more work by the bank.

TWELFTH: Upon information and belief, such representations were made with the knowledge and/or consent; express and/or implied of Defendants Robert Breakstone and Chase Manhattan Bank, N.A., and that such representations were false and the said Defendants knew that they were false.

THIRTEENTH: Upon information and belief, the above representations were made to induce Plaintiff to enter the said contract to temporarily obtain the services of Plaintiff Albert L. Barkadale Jr.,.

FOURTEENTH: Plaintiff relied upon said representations to its detriment.

EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT

FIFTEENTH: By virtue of the above, Plaintiff has lost its profit from the contract; the opportunity to utilize the entire proceeds of said contract in the obtaining and leveraging of investment finance for its Trainer Project; the loss of some 300 days necessary to place itself in a favorable position in the Teaching Machine market together with the loss of time and the expense incurred in obtaining qualified technical professionals in order to perform its part of the contract.

SIXTEENTH: As a result of the foregoing, Plaintiff has been damaged in the sum of Five Million (\$ 5,000,000.00)

AS AND FOR A THIRD CAUSE OF ACTION ON BE-
HALF OF PLAINTIFF, ALBERT L. BARKSDALE, Jr.,

SEVENTEENTH: Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs FIRST through THIRD inclusive, with the same force and effect as if set forth more fully herein.

EIGHTEENTH: At all times hereinafter mentioned, Plaintiff was the owner and entitled to immediate possession of a certain book entitled "Computer Semantics" with an approximate value of Seventeen and one half (\$ 17.50) Dollars.

NINETEENTH: On or about April 30, 1972, Plaintiff loaned said book to one of the Consultants on the C.C.I.F. Project under the management and control of Defendant Chase Manhattan Bank, N.A. and working directly under Defendant Willard Cohen, the Project Manager.

TWENTIETH: Upon information and belief, such loan was made with the knowledge and/or consent; express and/or implied of Defendants herein.

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

TWENTY FIRST: On May 30, 1972, Plaintiff Syntax Time Sharing, Ltd., was wrongfully discharged as a Consultant to the C.C.I.F. Project, at which time said book was not returned to plaintiff or anyone in Plaintiff Syntax Time Sharing, nor has it since been so returned or delivered.

TWENTY SECOND: Upon information and belief, Defendant Chase Manhattan Bank, N.A., and/or its agents servants and/or employees are in possession and/or control of said chattel; have wrongfully detained and continue to detain the same from Plaintiff.

TWENTY THIRD: As a result of the foregoing, Plaintiff has been damaged in the sum of Seventeen and one half (\$ 17.50) Dollars.

AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF
OF PLAINTIFFS SYNTAX TIME SHARING, LTD., AND
ALBERT L. BARKSDALE, Jr.,

TWENTY FOURTH: Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs FIRST through THIRD inclusive, with the same force and effect as if set forth more fully herein.

TWENTY FIFTH: Upon information and belief, on or about February 1, 1972, Defendant Chase Manhattan Bank, N.A., commenced its C.C.I.F. Project under the management of Defendant Willard Cohen with the assistance of a Consulting Firm.

TWENTY SIXTH: Upon information and belief, Plaintiff Barksdale joined said project about February 15, 1972, as a Consultant from the same Consulting Firm for which he worked on an "at will" basis.

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

TWENTY SEVENTH: On or about February 28, 1972, Plaintiff Barksdale invented, created, concieved of and/or devised, by his own independent means and on his own time, a totally new concept or variation of the C.C.I.F. Project.

TWENTY EIGHTH: Plaintiff Barksdale thereafter developed his new concept and therefrom structured what he called the Filial Tree Structuring Subsystem and the Variable Criteria Selection Subsystem, which nomenclature and concept was subsequently adopted by Defendants Chase Manhattan Bank, N.A., Willard Cohen and Robert Breakstone.

TWENTY NINTH: On or about March 31, 1972, Plaintiff Barksdale resigned his position with said Consulting Firm and Defendant's C.C.I.F. Project, dependent upon Plaintiff's development of his invention, creation or conception of the above subsystems and C.C.I.F. Project, was temporarily suspended.

THIRITETH: On or about April 5, 1972, Defendant Chase Manhattan Bank, N.A., contacted or caused Plaintiff Barksdale to be contacted concerning it obtaining his services for the project.

THIRTY FIRST: On or about April 7, 1972, Plaintiff Barksdale on behalf of Plaintiff Syntax Time Sharing, Ltd., entered into a contract with Defendant Willard Cohen on behalf of Defendant Chase Manhattan Bank, N.A., with the knowledge and/or consent; express and/or implied of Robert Breakstone, respecting Plaintiff Syntax Time Sharing Ltd's services on the C.C.I.F. Project and specifying that Plaintiff Barksdale be one of the two personnel supplied thereby. (See Paragraph 3rd and Exhibit "A" annexed)

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

THIRTY SECOND: Between April 11, 1972, and about May 22, 1972, Defendant Chase Manhattan Bank, N.A., by Defendant Willard Cohen requested various minor changes in the formal expression of the agreement with Plaintiff Syntax Time Sharing Ltd., which culminated in Exhibit "A" annexed hereto. (Copy of last writing submitted on or about May 22, 1972, none of which were signed)

THIRTY THIRD: There was no agreement between the parties to the said contract or with any other party for either plaintiff to give, assign or convey to anyone, including Defendant Chase Manhattan Bank, N.A., its agents, servants and/or employees, any proprietary or other rights in and to any inventions, discoveries creations and/or innovations whatever. (See Paragraphs 3rd, 11th, 31st and Exhibit "A". annexed hereto)

THIRTY FOURTH: Upon information and belief, Defendants Willard Cohen, Robert Breakstone and Chase Manhattan Bank, N.A., are wrongfully exercising dominion and control over the said new concept of the C.C.I.F. Project and subsystems invented, created and/or conceived solely by Plaintiff Barksdale and that Defendant Chase Manhattan Bank, N.A., its agents, servants and/or employees and/or others on its behalf are proceeding with the further development of plaintiff's invention, creation and/or conception and intend to utilize, copyright, patent and/or issue licenses for the use of said subsystems and new concept of the C.C.I.F. Project.

THIRTY FIFTH: From February 28, 1972, to date, Defendant Chase Manhattan Bank, N.A., its agents, servants and/or employees have failed, neglected and/or refused to acknowledge Plaintiff Barksdale's invention creation and/or conception of the above subsystems and new C.C.I.F. Project concept.

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

THIRTY SIXTH: A disputed jural relationship exists between Plaintiffs and Defendants respecting Plaintiffs' claim to proprietary and other rights in and to the aforementioned Filial Tree Structuring and Variable Criteria Selection subsystems together with the new concept of the C.C.I.F. Project which Defendants have subsequently adopted as their C.C.I.F. Project.

THIRTY SEVENTH: As a result of the foregoing, Plaintiffs have suffered and continue to suffer irreparable injury.

THIRTY EIGHTH: Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs pray for judgment in this action as follows:

On the first cause of action, FIVE MILLION (\$ 5,000,000.00) DOLLARS;

On the second cause of action, FIVE MILLION (\$ 5,000,000.00) DOLLARS;

On the third cause of action, judgment declaring Plaintiff Barksdale the owner and entitled to immediate possession of a certain book entitled "Computer Semantics" by John A. Lee and that said chattel be delivered to Plaintiff and, if possession thereof cannot be given to said Plaintiff, that he have judgment against Defendants Chase Manhattan Bank, N.A., Willard Cohen and Robert Breakstone for the sum of Seventeen and one half (\$ 17.50) Dollars;

On the fourth cause of action, judgment that the Court declare the precise rights and other legal relationships between Plaintiffs and defendants herein, their agents, servants and/or employees under the agreement of April 7, 1972 and for further and consequential relief as follows:

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

1. Plaintiffs request that the Court declare whether Plaintiffs have any proprietary and/or other rights in and to the Filial Tree Structuring and Variable Criteria Selection Subsystems together with the new concept of the C.C.I.F. Project invented, created and/or conceived by Plaintiff Barksdale.

2. Plaintiffs request that the Court declare whether Defendants, their servants, agents and/or employees have any proprietary and/or other rights in and to the above subsystems and new concept of the C.C.I.F. Project so described.

3. If the Court shall declare that Defendants, their agents, servants and/or employees have none of the above rights with respect to the above subsystems and new concept of the C.C.I.F. Project, then Plaintiffs also pray as further consequential relief that Defendants, their agents, servants and/or employees be enjoined and restrained from all further development and/or use of the above subsystems and new concept of the C.C.I.F. Project and directed to surrender to Plaintiffs the complete documentation to said subsystems and new concept of the C.C.I.F. Project.

4. If the Court declares that Defendants, their agents, servants and/or employees have any rights in and to the above subsystems and project, Plaintiffs also pray that they be directed to adhere strictly to the scope and extent of such rights and restrained and enjoined from exceeding said scope.

For such other and further relief which the Court may deem just and proper herein.

Costs and disbursements of this action

A-21

**EXHIBIT 2 TO COMPLAINT: COMPLAINT DATED
JULY 12, 1972 IN N.Y. SUPREME COURT**

JOSEPH WARDE, ESQ.,
Attorney for Plaintiffs
Office & P.O. Address
120 East 56th Street
New York, N.Y. 10022

EXHIBIT 3 TO COMPLAINT: ORDER OF N.Y.
SUPREME COURT FILED JUNE 20, 1974

New York Supreme Court
County of New York

INDIVIDUAL CALENDAR PART 0

SYNTAX TIME SHARING LTD

— against —

CHASE MAN BANK

PRESENT:

HON.

ARNOLD L. FEIN

Justice.

The following papers numbered 1 to 7
read on this motion submitted
this 4 day of January, 1974

Notice of Motion and Affidavits Annexed

Order to Show Cause and Affidavits Annexed

Answering Affidavits

Replying Affidavits

Affidavits

Filed Papers (County Clerk's Office)

Notice of Examination and Pleadings

Exhibits

Copies Papers

Referee's Report

Stenographer's Minutes

Stipulation

PAPERS INDEXED

1-6

7

Upon the foregoing papers this Motion by plaintiffs to vacate defendants
note of issue, is considered and disposed of together with
decision filed simultaneously herewith.

FILED

JUN 24 1974

NEW YORK

COUNTY CLERK'S OFFICE

Dated June 20, 1974

Printed: Plaintiff's _____ Defendant's _____ Petitioner's _____ Respondent's _____ Referee's _____

County Clerk's No. 19208, 1973

J.S.C.

EXHIBIT 4 TO COMPLAINT: ORDER OF N.Y.
SUPREME COURT FILED JUNE 24, 1974

New York Supreme Court
County of New York

INDIVIDUAL CALENDAR PART 9

SYNVAX TIME

— against —

CHASE MAN.

PRESENT:

HON. *John*

ARNOLD L. FEN

Justice.

The following papers numbered 1 to 4
read on this motion *submitted*
this 24 day of June, 1973
filed 05/10

Notice of Motion and Affidavits Annexed

Order to Show Cause and Affidavits Annexed

Answering Affidavits

Replying Affidavits

Affidavits

Filed Papers (County Clerk's Office)

Notice of Examination and Pleadings

Exhibits

Copies Papers

Referee's Report

Stenographer's Minutes

Stipulation

PAPERS REFERRED TO

1 - 3

4

FILED
JUN 24 1974
NEW YORK
COUNTY CLERK'S OFFICE

Upon the foregoing papers the Plaintiffs' separate motions (1) to permit them to file a jury demand, and (2) to vacate defendants' note of issue and strike the case from the calendar are considered together.

Plaintiffs' motion to vacate defendants' note of issue is granted and the cause is stricken from the calendar. It is patent that pre-trial disclosure has not been completed, as evidenced by the papers submitted. In view of this disposition, the motion for leave to file a jury demand is denied as academic.

Serve a copy of this order upon the calendar clerk without undue delay.

Dated June 20, 1974

COLE
J.S.C.

By: Plaintiff's _____ Defendant's _____ Petitioner's _____ Respondent's _____ Referee's _____

County Clerk's No. 17808 19 73

Case 118-10-10 19 73

**EXHIBIT 5 TO COMPLAINT: NOTE OF ISSUE
IN N.Y. SUPREME COURT FILED MARCH 17,
1975 DEMANDING A JURY TRIAL WITH STATEMENT
OF READINESS**

FILED EXCHANGE FILED BY SHORWAY NEW YORK

This space for Clerk's file stamp

NOTE OF ISSUE

Index No. 19808-1973

Supreme Court, New York County, N. Y.

SYNTAX TIME SHARING, LTD., and
ALBERT L. BARKSDALE, Jr., Indi-
vidually and as Agent of SYNTAX
TIME SHARING, LTD.,

Plaintiff

against

CHASE MANHATTAN BANK, N.A.,
WILLARD COHEN and ROBERT BREAK-
STONE; Individually and as Agents
of CHASE MANHATTAN BANK, N.A.

Defendant

NOTICE FOR TRIAL

Trial By Jury of 6 jurors demanded ☒

Trial Without jury ☐

Filed by Attorney for Plaintiffs

Date summons served 7/12/72

Date issue joined 9/29/72

NATURE AND OBJECT OF ACTION (Specify for each cause of Action)

Negligence

Personal Injury	M.V. <input type="checkbox"/>	R.R. <input type="checkbox"/>	Bldg. & Sidewalk <input type="checkbox"/>	Other <input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Both	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Tort (specify) Fraud

Contract (specify) Breach of Contract

Other Law (specify) Replevin

~~XXXXXXXX~~ (specify) _____

Other Equity (specify) Declaratory Judgment

Amount Demanded \$ 5,000,000.00 plus \$ 17.50

Other Relief Judgment declaring the rights of the
parties in and to the Filial Tree
Structuring and Variable Criteria
Selection Subsystems of defendant's
CCIF on-line Project and to defen-
dant's CCIF on-line Project.

FILED

MAR 17 1975

NEW YORK

CD CL PK

Joseph Warde, Esq.,

Attorney(s) for Plaintiff(s)
Office & P.O. Address:

305 Park Avenue
New York, N.Y. 10022
Phone No.: 421-2835

Matthew F. Donohue, Esq.,

Attorney(s) for Defendant(s)
Office & P.O. Address:

1 New York Plaza
New York, N.Y. 10004
Phone No.: 676-3723

Prayer claimed under _____

on the ground that _____

Notar Clerk will not accept this note of issue unless reverse side is completed

This Note of Issue must be typed or printed.

Original: Two duplicated originals, with proofs of service required.

**EXHIBIT 5 TO COMPLAINT: NOTE OF ISSUE
IN N.Y. SUPREME COURT FILED MARCH 17,
1975 DEMANDING A JURY TRIAL WITH STATEMENT
OF READINESS**

STATEMENT OF READINESS
For use in First and Second Judicial Departments
Required by Special Rules respecting Calendar Practice

FOR CLERK'S USE

N. I. SERVED

ON

1. All necessary or proper preliminary proceedings allowed by statute and rule applicable to the action (Civil Practice Law and Rules, Article 31, Section 3011 and Rules 3012, 3013 and 3014) and by rules of the Appellate Division applicable to notes of issue.

*a. Have been completed by all parties hereto;

*b. the plaintiff has completed all such proceedings except
Discovery and Inspection proceedings.

and the plaintiff does not intend to conduct these proceedings.

*c. the defendant has completed all such proceedings except
Examination before Trial

and the defendant has had a reasonable opportunity to complete such proceedings

2. *a. Settlement of this action has been discussed unsuccessfully.

*b. The reasons why no settlement discussions have been held are:

3. This action is ready for trial.

February 28, 1975

(Date)

* Strike out if inapplicable.

Signature — type name below.

JOSEPH WARDE

Plaintiffs

Attorney(s) for

Office & P. O. Address 505 Park Avenue
New York, N.Y. 10022

State of New York, County of

ss: 1

being duly sworn, deposes and says: that deponent is not a party to the action, is over 18 years of age and resides at:

That on the _____ day of _____ 19____
deponent served the within note of issue and statement of readiness on

attorney(s) for
herein, at his office at

during his absence from said office
either out either (a) or (b)

(a) by then and there leaving a true copy of the same with

his clerk; partner; person having charge of said office.

(b) and said office being closed, by depositing a true copy of same, enclosed in a sealed wrapper directed to said attorney(s), in the office letter drop or box.

Sworn to before me, this
day of _____ 19____

State of New York, County of

NEW YORK

being duly sworn, deposes and says: that deponent is not a party to the action, is over 18 years of age and resides at

AT 505 PARK AVENUE, N.Y.C.

That on the 5TH day of MARCH 1975
deponent served the within note of issue and statement of readiness on MATTHEW E. DONOHUE, ESQ.,

attorney(s) for DEFENDANTS
at 1 NEW YORK PLAZA

the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid properly addressed wrapper, in — a post office — official depository under the exclusive care and custody of the United States post office department within New York State

Sworn to before me, this 5TH
day of MARCH 1975

Joseph Warde

Admission of Service

Due service of a note of issue and statement of readiness, of which the within is a copy, admitted this _____ day of _____ 19____

Attorney(s) for

DEFENDANTS' NOTICE OF MOTION

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

----- x

SYNTAX TIME SHARING. LTD., and ALBERT L. :
 BARKSDALE, Jr., Individually and as Agent :
 of SYNTAX TIME SHARING, LTD., :

Plaintiffs, : 76 Civ. 2573
 (IBW)

-against- :

NOTICE OF MOTION

MAX SIRKUS, as CALENDAR CLERK OF THE :
 SUPREME COURT NEW YORK COUNTY, CHASE :
 MANHATTAN BANK, N.A., WILLARD COHEN and :
 ROBERT BREAKSTONE, Individually and as :
 Agents of CHASE MANHATTAN BANK, N.A., :

Defendants. :

----- x

S I R S:

PLEASE TAKE NOTICE that upon the complaint in this action, copy of which is attached hereto as Exhibit A, the undersigned will move this Court before the Honorable Inzer B. Wyatt, at a term for the hearing of motions to be held in Room 501, United States Court House, Foley Square, New York, New York, on the 6th day of August, 1976, at 2:30 P.M., or as soon thereafter as counsel can be heard, for an order in favor of defendants The Chase Manhattan Bank (N.A.) and Willard Cohen, pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure, dismissing the complaint on the ground that the Court lacks jurisdiction over the subject matter thereof, or in the alternative, for an order pursuant to Rule 12(b)(6) of the Rules of Civil Procedure dismissing the complaint on the ground that it fails to

DEFENDANTS' NOTICE OF MOTION

state a claim upon which relief can be granted and for such other and further relief as the Court may deem proper.

Dated: New York, New York
June 30, 1976

Yours, etc.,

MILBANK, TWEED, HADLEY & McCLOY

By *Charles J. ...*

A Member of the Firm

1 Chase Manhattan Plaza
New York, New York 10005
Attorneys for defendants, The
Chase Manhattan Bank, N.A.
and Willard Cohen

TO:

JOSEPH WARDE, ESQ.
505 Park Avenue
New York, New York 10022
Attorney for plaintiffs

HON. MAX SIRKUS
Calendar Clerk of the Supreme
Court of the State of New York,
County of New York
60 Centre Street
New York, New York

A-28

EXHIBIT 1 TO DEFENDANTS' NOTICE OF MOTION:
SUMMONS

REPRODUCED AT PAGE A-3

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EXHIBIT 2 TO DEFENDANTS' NOTICE OF MOTION:
COMPLAINT

REPRODUCED AT PAGE A-4

A-30

NOTE OF ISSUE, N.Y. SUPREME COURT

REPRODUCED AT PAGE A-10

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ORDER OF N.Y. SUPREME COURT, JUNE 20, 1974

REPRODUCED AT PAGE A-24

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ORDER OF N.Y. SUPREME COURT, JUNE 24, 1974

REPRODUCED AT PAGE A-27

A-33

NOTE OF ISSUE IN N.Y. SUPREME COURT
FILED MARCH 17, 1975

REPRODUCED AT PAGE A-28

MEMO DECISION FROM J.B. WYATT, U.S. DIST.
CT. JUDGE~~MEMO ENDORSED~~

b

SYNTAX TIME SHARING, LTD., etc.,
Plaintiffs,
-v-
MAX SIRKUS, and others,
Defendants.

76 Civ. 2573

This is a motion by defendants Chase Manhattan and Cohen for dismissal of the complaint because the Court lacks jurisdiction of the subject matter or because the complaint fails to state a claim upon which relief can be granted.

The motion was noticed for Friday afternoon, August 6, and was called then. When no one appeared to oppose, the motion was granted on default by endorsement.

It then appeared that counsel for plaintiffs intended to oppose and was in the Court House but there was some confusion about the room in which to appear.

The default is vacated and counsel for plaintiffs was given an opportunity to be heard and was heard today at 10:30 a.m. in Room 905.

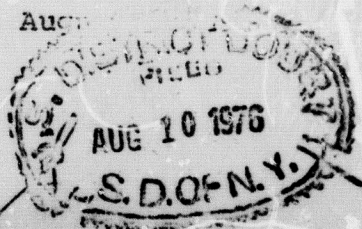
The claims in this action rest on a refusal by a calendar clerk in the New York Supreme Court to accept a note of issue with a jury demand by plaintiffs in an action by plaintiffs which is pending in the State Court.

It is perfectly clear, however, that no federal question is involved in this action. The guaranty of a jury trial in civil actions, found in the Seventh Amendment, applies only to trials in federal courts. In civil actions, the state may modify trial by jury or abolish it altogether. Olesen v. Trust Company of Chicago, 245 F.2d 522 (7th Cir.), cert. denied, 355 U.S. 896 (1957)

The motion is granted as to the movants and on its own motion the Court dismisses the action as to all other defendants. The Clerk is directed to enter judgment dismissing the complaint as to all defendants for lack of jurisdiction over the subject matter.

SO ORDERED.

Dated: Aug



Inger B. Wyatt
INGER B. WYATT
United States District Judge

MICROFILM

AUG 11 1976

JUDGEMENT, AUGUST 20, 1976

Wyatt, J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKSYNTAX TIME SHARING, LTD., and
ALBERT L. BARKSDALE, JR.,
individually and as Agent of
Syntax Time Sharing, Ltd.

76 Civ 11 2573 (IBW)

JUDGMENT

-against-

Plaintiffs

MAX SIRKUS, as Calendar Clerk of the
Supreme Court New York County,
CHASE MANHATTAN BANK, N.A., WILLARD
COHEN and ROBERT BREADSTONE,
individually and as Agents of
CHASE MANHATTAN BANK, N.A.

Defendants

Defendants Chase Manhattan Bank, N.A. and Willard Cohen having moved the Court for an order to dismiss, pursuant to Rule 12(b)(1) or in the alternative for an order pursuant to Rule 12(b)(6), and the said motion having come on to be heard before the Honorable Inzer B. Wyatt, United States District Judge, and the Court thereafter on August 10, 1976, having handed down its memorandum endorsement granting movants' motion, and on its own motion the Court dismisses the action as to all other defendants, and the Court having directed the Clerk to enter judgment, it is,

ORDERED, ADJUDGED and DECREED: That defendants MAX SIRKUS, as Calendar Clerk of the Supreme Court New York County, CHASE MANHATTAN BANK, N.A., WILLARD COHEN and ROBERT BREADSTONES, individually and as Agents of Chase Manhattan Bank, N.A., have judgment against plaintiffs SYNTAX TIME SHARING, LTD., and ALBERT L. BARKSDALE, JR., individually and as Agent of Syntax Time Sharing, Ltd., dismissing the complaint as to all defendants for lack of jurisdiction over the subject matter.

Dated: New York, N.Y.
August 20, 1976

7

Raymond F. Pugh

NOTICE OF APPEAL

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X
SYNTAX TIME SHARING, LTD., and ALBERT L.
BARKSDALE, Jr., Individually and as Agent : Index No.
of SYNTAX TIME SHARING, LTD., : 76 Civ. 2573
Plaintiffs, : (IBW)
-against- :
MAX SIRKUS, as CALENDAR CLERK OF THE SU- :
PREME COURT NEW YORK COUNTY, CHASE MANHAT- : NOTICE OF APPEAL
TAN BANK, N.A., WILLARD COHEN, and ROBERT :
BREAKSTONE, Individually and as Agents of :
CHASE MANHATAN BANK, N.A., :
Defendants. :
-----X

5.00 pd

FILED
U.S. DISTRICT COURT
S.D. OF N.Y.
SEP 9 2 03 PM '76

NOTICE is hereby given that Syntax Time Sharing, Ltd.
and Albert L. Barksdale, Jr., the plaintiffs above named, appeal
to the United States Court of Appeals for the Second Circuit from
the Judgment dismissing plaintiff's complaint entered in this act-
ion on the 20th day of August, 1976, and from every part thereof.
Dated: September 7, 1976

Joseph Warde
JOSEPH WARDE

Attorney for Plaintiffs
Office & P.O. Address
505 Park Avenue
New York, N.Y. 10022

TO:

MILBANK, TWEED, HADLEY & McCLOY, ESQS.,
Attorneys for Defendants Chase Manhattan
Bank, N.A., Willard Cohen
1 Chase Manhattan Plaza
New York, N.Y. 10005

HON. MAX SIRKUS
60 Centre Street
New York, N.Y. 10007

CLERK OF THE COURT
United States District Court
For the Southern District of New York

*See
Gunn*

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

KENNETH REEVES, being duly sworn,
deposes and says that deponent is not a party to the action
is over 18 years of age and resides at 825 MORRISON AVE
BRONX, N.Y. 10473.

That on the 29 day of OCTOBER, 1976,
deponent personally served the within APPENDIX

upon the attorneys designated below who represent the
indicated parties in this action and at the addresses below
stated which are those that have been designated by said
attorneys for that purpose.

By leaving 1 true copies of same with a duly
authorized person at their designated office.

~~By depositing true copies of same enclosed
in a postpaid properly addressed wrapper, in the post office
or official depository under the exclusive care and custody
of the United States post office department within the State
of New York.~~

Names of attorneys served, together with the names
of the clients represented and the attorneys' designated
addresses.

1' MILBANK TWED HADLEY & McCLOY
ATTORNEYS FOR DEFENDANTS - RESPONDENTS
CHASE MANHATTAN BANK, NA. & WILLARD COHEN
1 CHASE MANHATTAN PLAZA
NEW YORK, N.Y. 10005

2. HON. MAX SIRKUS
CALENDAR CLERK
SUPREME COURT, NEW YORK COUNTY
60 CENTRE ST.
NEW YORK, N.Y. 10007

Kenneth Reeves

Sworn to before me this

29 day of October, 1976

Michael DeSanti

MICHAEL DeSANTIS
Notary Public, State of New York
No. 03 0930908
Qualified in Bronx County
Commission Expires March 30, 1977